not the more logical, because from a business point of view an instrument void on its face is an injury to one's title and depreciates its market value. The question of the running of the statute of limitations was also raised and it was adjudged that it has no application to an action to remove a cloud from title where the owner is not "out of possession" by means of defendant's possession. *Penrose* v. *Doherty,* 70 Ark. 256; *Cameron* v. *Lewis,* 59 Miss. 134; *American Emigrant Co.* v. *Fuller,* 83 Iowa 599; *Combs* v. *Combs,* 30 Ky. Law Rep. 873, 99 S. W. 919. The reason for this inoperation of the statute of limitations is that the cause of action is not the creation of the cloud but its existence. *Shoener* v. *Lissaner,* 107 N. Y. 111. Hence laches will not be imputed to one from a failure to guard against the recording of an invalid deed or instrument purporting a conveyance of his real estate. *Hodges* v. *Wheeler,* 126 Ga. 848.

WATERS—LIABILITY OF WATER COMPANY FOR NEGLIGENCE IN SUPPLYING WATER FOR FIRE PROTECTION.—A water company agreed to furnish water to the inhabitants of the city of Raleigh under a contract made solely with the city. There was a clause in the contract whereby the water company, "Shall hold said city harmless from any and all damages arising from negligence or mismanagement of the said Water Company or its employees in constructing, extending or in operating said works." Damage was caused to private property by fire due to insufficient water pressure in the mains. The plaintiff insurance company paid the loss and in this action seeks subrogation to the property owner's right to sue the water company for its negligence. It was *held,* that a recovery could be had against the water company for its negligence in not keeping sufficient pressure in the water mains to protect private property from loss by fire. *Powell & Powell* v. *Wake Water Co.,* (N. C. 1916), 88 S. E. 426.

The court in the principal case, one judge dissenting, held that the ruling in *Gorrell* v. *Water Co.,* 124 N. C. 328, 46 L. R. A. 513, 70 Am. St. Rep. 598, was applicable. In affirming the individual's right to sue for the negligence of the water company the principal case is in accord with previous cases: *Fisher* v. *Greensboro Water Co.,* 128 N. C. 375, 4 MICH. L. REV. 540; *Jones* v. *Water Co.,* 135 N. C. 553, 47 S. E. 615; *Morton* v. *Water Co.,* 168 N. C. 582 ,84 S. E. 1019. See also, 13 HARV. L. REV. 226; 15 *id.* 784; 20 *id.* 242. This subject has been fully discussed pro and contra in this Review: 3 MICH. L. REV. 442, 501; 4 *id.* 540; 5 *id.* 362; 8 *id.* 485.

WILLS—GENERAL AND SPECIFIC LEGACIES.—Testatrix was the owner and in possession of 510 shares of the capital stock of the National Bank of Commerce at the time of her death. By her will she bequeathed to legatees named therein this stock as follows: "Four, I give and bequeath 136 shares of stock of the National Bank of Commerce to Martha," and other gifts in similar language. In an action by appellant as legatee of three hundred and eighteen shares of this stock for dividends paid to the respondents as executors by the Bank of Commerce, *held,* that the legatee took specific legacies of such shares and so was entitled to dividends. *In re Largue's Estate,* (Mo. 1916) 183 S. W. 608.

The respondents contended that the legacies to the appellant called for no particular shares or particular certificates of stock; that each legacy could have been satisfied by the delivery of any share or certificates of the requisite number; that they were in no wise identified or distinguished from the other shares of the same stock and were therefore general, and not specific, legacies. The question as to what are general and what are specific legacies has often been before the courts, both in this country and in England, and the judicial determination thereof has resulted in a well defined split of authority. In ROOD, WILLS, § § 705-6, a specific legacy is defined as a gift of an individual thing, or group of things as distinguished from everything else of the same kind; a general legacy is defined as something given so as not to amount to a bequest of a particular thing as distinguished from all others of the same kind. The question has frequently arisen over gifts of shares of stock. All of the authorities agree that if the will uses such expressions in designating the stock as, "my stock," or similar expressions the legacies will be deemed specific. But it is the omission of such words of designation which gives rise to the conflict of authority. The English courts, followed by a respectable number of American courts, agree that such omission changes the legacy from one which would otherwise be specific to a general legacy. *In re Gray,* 36 Ch. D. 205, 57 L. T. 132; *Tifft* v. *Porter,* 8 N. Y. 516; *In re Snyder,* 217 Pa. St. 71, 66 Atl. 157, 11 L. R. A. (N. S.) 49, 118 Am. St. Rep. 900, 10 Ann. Cas. 488; *Johnson* v. *Goss,* 128 Mass. 433; *Evans* v. *Hunter,* 86 Ia. 413, 53 N. W. 277, 17 L. R. A. 308, 41 Am. St. Rep. 503; *Gilmer's Legatees* v. *Gilmer's Executors,* 42 Ala. 9; *Palmer* v. *Estate of Palmer,* 106 Me. 25, 75 Atl. 130, 19 Ann. Cas. 1184. But on the other hand we find many courts which have in recent years broken away from the arbitrary and hard and fast English rule, and those courts hold that where the will on its face fairly discloses an intention to make a specific bequest, that intention will govern. In this connection see *Jewell* v. *Appolonio,* 75 N. H. 317, 74 Atl. 250; *Ferreck's Estate,* 241 Pa. 340, 88 Atl. 505; *Lewis* v. *Sedgwick,* 223 Ill. 213, 79 N. E. 14; *Gordon* v. *James,* 86 Miss. 746, 39 So. 18, 1 L. R. A. (N. S.) 461; *Thayer* v. *Paulding,* 200 Mass. 98, 85 N. E. 868; *Walters* v. *Hatch,* 181 Mo. 262, 79 S. W. 916, and others. Applying the principle of this latter group of cases, the court in the case under consideration, reached the conclusion that the testator intended to make the legacy specific, thus following what seems to be the trend of modern interpretation.